

Panaji, 27th April, 2017 (Vaisakha 7, 1939)

SERIES II No. 4

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 3 dated 20-04-2017 namely, Extraordinary dated 21-04-2017 from pages 91 to 92 regarding Notification from Department of General Administration.

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Education

Order

DE/AE/51/23/2015-16/36

In supersession of order No. DE/AE/51/23/2015-16/483 dated 30-11-2015, Government is pleased to reconstitute the Board of Management of the Society of Sanjay Centre for Special Education, Porvorim with immediate effect as below:-

- | | | |
|-----------------------------------|---|------------|
| 1. Mr. Guruprasad Pawaskar, | — | Chairman. |
| Porvorim | | |
| 2. Dr. Chandrashekhar Kelkar, | — | Member. |
| Mapusa | | |
| 3. Mr. Manohar Korgaonkar | — | Member. |
| (Retired ADEI), Alto-Porvorim | | |
| 4. Mr. Ashish Karmali, Curchorem | — | Member. |
| 5. Mr. Krishna Kerkar, Vasco | — | Member. |
| 6. Mr. Johnny Silveira, Calangute | — | Member. |
| 7. Ms. Audrey Menezes, Bhatti | — | Member. |
| 8. Mr. Servo Fernandes, Tivim | — | Member. |
| 9. Mr. Sagar Javdekar, Panaji | — | Member. |
| 10. Member Secretary of the | — | Ex officio |
| Sanjay Centre for Special | | Member |
| Education | | Secretary. |

The tenure of the newly constituted the Board of Management of the Society of Sanjay Centre for Special Education, Porvorim shall be for the period of 3 years w.e.f. 19-04-2017.

The Board shall meet at least three times in a year. The non-official members shall be entitled for TA/DA as per Rules which will be met from the funds of the Board of Management of the Society of Sanjay Centre for Special Education, Porvorim.

By order and in the name of the Governor of Goa.

G. P. Bhat, Director & ex officio Joint Secretary (Education).

Porvorim, 19th April, 2017.

Department of Finance

Revenue & Control Division

Order

No. 3/1/2009-Fin(R&C)/2137

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa Entertainment Tax Act, 1964 (Act No. 2 of 1964), the Government of Goa is pleased to exempt the Konkani film "K SERA SERA" (Ghodpachem Ghoddtelem) from the liability of payment of entertainment tax in whole, when screened in any of the theatres in the State of Goa for a period upto 30th June, 2017 from the date of publication of this order in the Official Gazette.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary (R&C).

Porvorim, 18th April, 2017.

Department of Home

Foreigners & Citizenship Division

Order

No. 1/1/2017-HD(F&CD)/216

A copy of the under mentioned order dated 22-11-2016 received from the Government of India,

Ministry of Home Affairs, New Delhi is transcribed below and has been published for the information of public.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 19th April, 2017.

MINISTRY OF HOME AFFAIRS

Order

New Delhi, the 22nd November, 2016

S. O. 3505(E).— In exercise of the powers conferred by Section 16 of the Citizenship Act, 1955 (57 of 1955), the Central Government directs that the powers exercisable by it under sub-section (2) of Section 9 of the Act read with Rule 40 of the Citizenship Rules, 2009, shall also be exercisable by the District Collector, North Goa and District Collector, South Goa for the purpose of inquiring into the issue of acquisition of citizenship of another country by residents of the State of Goa and make appropriate recommendations to the Central Government through the State Government in accordance with the procedure specified in Schedule III of the said Rules, subject to the following conditions, namely:

- (a) the applications and objections shall be invited after due publicity by the District Collector;
- (b) the inquiry shall be conducted in fair and transparent manner, keeping in mind the provisions contained in the Act and the Citizenship Rules, 2009;
- (c) after inquiry, the District Collector shall make recommendations to the Central Government giving details of each case.

This order shall be in force for a period of two years from the date of publication of this order in the Official Gazette.

[F. No. 26030/34/2013-IC-I]
MUKESH MITTAL, Jt. Secy.

Department of Labour

Order

No. 28/01/2017-LAB/253

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited,

Alto-Porvorim, Goa, and its workman, Shri Premanand S. Naik, represented by the Kadamba Kamgar Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7 of the said Act.

SCHEDULE

- "(1) Whether the action of M/s. Kadamba Transport Corporation Limited, Alto-Porvorim, Goa, of withholding upgradation of Shri Premanand S. Naik, granted under Modified Assured Career Progression Scheme (MACPS), is legal and justified?
- (2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 20th April, 2017.

Notification

No. 28/9/2017-LAB/Part-I/235

The following Award passed by the Labour Court-II, at Panaji-Goa on 20-02-2017 in reference No. IT/03/204 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 11th April, 2017.

IN THE LABOUR COURT-II

GOVERNMENT OF GOA

AT PANAJI

(Before **Shri Suresh N. Narulkar**, Hon'ble
Presiding Officer)

Case No. Ref. IT/03/2014

Shri Sarbeshwar Puthal,
Rep. by the General Secretary,
Goa Trade & Commercial Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa. ... Workman/Party-I.

V/s

M/s. Hotel Manvins,
Opp. Municipal Garden,
Panaji-Goa. ... Employer/Party-II.
Workman/Party-I represented by Adv. Shri Suhas
Naik.

Employer/Party-II represented by Adv. Shri S. Vales.
Panaji, 20th February, 2017.

AWARD

1. In Exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 28-02-2014, bearing No. 28/12/2014-Lab/167, referred the following dispute for adjudication to the Industrial Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court in turn assigned the present dispute to this Labour Court-II, vide her order dated 04-03-2014.

“(1) Whether Shri Sarbeswar Puthal is a ‘Workman’ as defined under section 2 (s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?

(2) Whether the employer and employee relationship can be established between the management of M/s. Hotel Manvins, Panaji, Goa, and Shri Sarbeswar Puthal.

(3) If the answers to the issue No. (1) and (2) above are in the affirmative, then, whether the action of the management of M/s. Hotel Manvins, Panaji, in refusing employment to Shri Sarbeswar Puthal, Security Watchman, with effect from 03-07-2013, is legal and justified?

(2) If the answer to issue No. (3) above is in negative, then, to what relief the workman is entitled?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/03/14 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 10-11-2014 at Exb-4. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employer/Party II (for short

'Employer') as a 'security guard/watchman' at its hotel. He stated that he was continuously employed with the Employer hotel for last more than 8 years. He stated that however, he was not issued any appointment letter by the Employer for the reason best known to them. He stated that as a security guard/watchman, he was performing the duties such as watch and ward, helping the tourist visiting the Employer hotel, escorting the tourist from the ground floor to their hotel reception/to their respective rooms in the lift as the Employer hotel situated on the last floor of the building and washing cars of the Employer. He stated that he was paid his monthly salary by the owner of the Employer hotel, Mr. Peter Vaz. He stated that he was monitored by the said Mr. Peter Vaz. He stated that he was directly reporting to said Mr. Peter Vaz. He stated that the Employer did not maintain any statutory record of his service.

3. He stated that on 03-07-2013 when he reported for his duty at 8.00 a.m. he was told by the Employer that his services stands terminated and that he should not report for duties any further. He submitted that the said action of the Employer in directing him for not to report for duties w.e.f. 03-07-2013 is illegal, unjustified and bad-in-law. He submitted that after termination of his service, the Employer has recruited new security guard/watchman in their hotel. He submitted that presently, he is unemployed and do not have any service to maintain himself, inspite of his best efforts. The Workman therefore prayed that the action of the Employer in terminating/refusing him from employment w.e.f. 03-07-2013 is illegal, unjustified and bad-in-law and that he be reinstated back in service of the Employer with full back wages, continuity in service and all other consequential benefits.

4. The Employer controverted the claim of the Workman by filing its written statement on 15-12-2014 at Exb. 5. The Employer, as and by way of its preliminary objections, submitted that the claim of the Workman is baseless and devoid of any merits and that the Workman has filed a false claim to extract money from them. The Employer submitted that the claim of the Workman is malicious and appears to be instigated by some unscrupulous elements out of malice and to take vengeance against them. The Employer submitted that the claim of the Workman is misconceived under law, besides being fictitious, disgraceful and utterly dishonest and abuse of labour law.

5. The Employer submitted that the Workman is not a 'workman' as defined under Section 2 (s) of the Industrial Disputes Act, 1947. The Employer

submitted that the Workman was never employed by them at its hotel Manvins. The Employer submitted that there is absolutely no relationship of employer-employee between themselves and the workman. The Employer submitted that no wages or salaries were ever paid by them to the Workman. The Employer submitted that neither appointment nor termination order was issued by them to the Workman. The Employer submitted that none of its staff was aware the name of the said Shri Sarbeswar Puthal. The Employer submitted that all its office staff has known to the Workman as 'PANDIT' and perhaps he has kept his name secret for several reasons.

6. The Employer submitted that some years ago 'PANDIT' was employed by the management of the association running the affairs of the building known as 'CDRS Bldg.' on daily wages, in which the Employer has its hotel establishment known as hotel Manvins. The Employer submitted that some years ago, the Workman was involved in robbery, which took place in the premises of Sony showroom located on the ground floor of the CDRS Bldg. and was arrested and hence dismissed from service by the association. The Employer denied the overall case as pleaded by the Workman and prayed that the claim of the Workman be dismissed with cost.

7. Thereafter, the Workman filed his Re-joinder on 12-01-2015 at Exb. 6. The Workman, by way of his Re-joinder, reiterates and confirms all the submissions and averments made by him in his Claim Statement to be true and correct and denies all the statements and averments made by the Employer in its Written Statement, which are contrary and inconsistent with the statements and averments made by him.

8. Based on the pleadings filed by the respective parties, this court framed the following issues on 28-09-2015 at Exb.7.

1. Whether the Workman/Party-I proves that he is a 'workman' as defined u/s. 2 (s) of the I.D. Act, 1947?
2. Whether the Workman/Party-I proves that there exist an employer-employee relationship between Party II and the Party I?
3. Whether the Workman/Party-I proves that the action of the Employer in refusing him employment w.e.f. 03-07-2013 is illegal and unjustified?
4. Whether the Employer/Party-II proves that the present order of reference is not maintainable in law in view of the statements made in para (1) to (4) and (10) of the Written Statement?

5. Whether the Workman/Party-I proves that he is entitled to any relief?

6. What order? What award?

9. My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : In the negative.
- (b) Issue No. 2 : In the negative.
- (c) Issue No. 3 : In the negative.
- (d) Issue No. 4 : In the negative.
- (e) Issue No. 5 and 6: As per final order.

REASONS

10. *Issue No.1 to 4:* Heard the oral arguments of Ld. Adv. Shri R. Pednekar appearing for the Employer. On the contrary, Ld. Adv. Shri Suhas Naik, appearing for the workman remained absent at the time of final arguments.

11. In the case of V.N.S. Engineering Services v/s. Industrial Tribunal of Goa, Daman and Diu and Anr., reported in 1987 II LLN 968, the Hon'ble High Court of Bombay has held that "*there is nothing in the Industrial Disputes Act, 1947 that indicates a departure from the general rule that he, who approaches a court for relief, should prove his case i.e. the obligation to lead evidence to establish an allegation. The test being that he, who does not lead evidence, must fail. The Hon'ble High Court of Bombay further held that the provisions of Rule-10-B of the I.D. (Central Rules), 1957 which requires the party raising a dispute to file a statement of demands relating only to the issue in the order of reference for adjudication within 15 days from the receipt of the order of reference and forward copies to the opposite party involved, clearly indicates that the party who raises the industrial disputes, is bound to prove the contention raised by him and an Industrial Tribunal or Labour Court would be erring in placing the burden of proof on the other party to the dispute*".

12. In the case of **Airtech Pvt. Ltd. v/s. State of U.P. & Ors.**, reported in 1984 (49) FLR 38, the Hon'ble High Court of Allahabad has held that "*the matter can be looked at from another angle, which party will fail if the evidence is not led before the Labour Court in proceedings in a reference made to it for adjudication by the State Government? The obvious answer is that the workman will fail. Here the reference was made by the State Government at the instance of the workman and for the benefit of the workman. In the absence of any evidence led by or on behalf of the workman, the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. This matter*

was dealt with by the Supreme Court in Shankar Chaudhart v/s. Britania Biscuits Co. Ltd. in paragraph 30th Court held that the Labour Court or Industrial Tribunal have all the trappings of a court. In paragraph 31 it held that any party appearing before a Labour Court or Industrial Tribunal 'Must' make a claim or demur the claim of the other side and when there is burden upon it to prove or establish the fact so as to invite a decision in its favour, it has to lead evidence. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led. It must seek an opportunity to lead evidence".

13. In the case of **V. K. Raj Industries v/s Labour Court (I) and Ors. reported in the year 1981 (29) FLR, 194** of Allahabad High Court has held that the proceedings before the Industrial Tribunal are judicial in nature, even though the Indian Evidence Act, is not applicable to the proceeding before the Industrial Court, but the principle underlying the said Act are applicable. The High Court has held that *"it is well settled that if a party challenges the validity of an order and if no evidence is produced, the party invoking the jurisdiction must fail. The High Court has also held that if the workman fails to appear or to file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the workman and he will not be entitled any relief"*.

14. The principle laid down by the Hon'ble High Courts in its respective case are still holds good. Applying the law laid down by the Hon'ble High Courts, in the instant case, the order of reference has been issued by the Government of Goa at the instance of the workman, who has raised the present dispute pertaining to his alleged termination of services by the Employer w.e.f. 03-07-2013 by contending to be illegal and unjustified. The Workman appeared before this court and filed his pleadings, setting up the grounds of challenge to his alleged illegal termination of service. The Employer resisted the claim of the Workman by contending that the Party I is not a 'workman' as defined under the I.D. Act, 1947 and that there does not exist an employer-employee relationship between themselves and the Party I. It was therefore incumbent upon the Workman to prove his case by leading material evidence in support of the issues framed by this court.

15. The Workman also filed his affidavit-in-evidence in support of his claim to prove the issues framed by this court. The rozanama proceedings

maintained by this court indicates that several opportunities were given to the Workman to lead evidence. The Workman has however failed to do so by remaining absent. The roznama proceedings maintained by this court further indicates that neither the Workman nor Adv. Suhas Naik remained present before this court on and from 09-12-2016 on the scheduled dates of hearing, though ample opportunities were given to him. This court therefore constrained to close the evidence of the Workman on 02-02-2017. In the circumstances, there is absolutely no evidence on record to prove any of the issues framed by this court. Hence, it is held that the Workman failed to prove that he is a 'workman' as defined under Section 2 (s) of the I.D. Act, 1947. The Workman also failed to prove that there exist an employer-employee relationship between the Employer and himself. Consequently, the Workman failed to prove that the action of the Employer in refusing him employment w.e.f. 03-07-2013 is illegal and unjustified. The issue No. 1, 2 and 3 are therefore answered in the negative. The Workman is therefore not entitled to any relief. The Employer also did not lead any evidence in support of issue No. 4. The issue No. 4 is therefore answered in the negative.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that Shri Sarbeswar Puthal is not a 'workman' as defined u/s 2 (s) of the I.D. Act, 1947 (Central Act 14 of 1947).
2. It is further held that there does not exist an employer-employee relationship between the management of M/s. Hotel Manvins, Panaji-Goa and Shri Sarbeswar Puthal.
3. It is further held that the action of the management of M/s. Hotel Manvins, Panaji-Goa, in refusing employment to Shri Sarbeswar Puthal, Security Watchman, with effect from 03-07-2013, is legal and justified, does not arise.
4. Shri Sarbeswar Puthal, is not entitled to any relief.
5. No order as to costs.

Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer
Labour Court-II.

Notification

No. 28/1/2016-LAB/Part-IV/229

The following Judgement passed by the Labour Court-II, at Panaji-Goa on 17-02-2017 in reference No. LC-II/LCC/09/14 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).
Porvorim, 11th April, 2017.

IN THE LABOUR COURT-II

GOVERNMENT OF GOA

AT PANAJI

**(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)**

Case No. Ref. LC-II/ LCC/09/14

Shri Thomas Fernandes,
Rep. by Gomantak Mazdoor Sangh,
G-5, Macedo Appts., Tisk,
Ponda-Goa. ... Applicant.

V/s

M/s. Goa State Co-operative Milk
Producers Union Ltd.,
Curti, Ponda-Goa ... Opponent.

Applicant represented by Shri P. Gaonkar.

Opponent represented by Adv. Shri P. Chawdikar.

Panaji: 17th February, 2017.

JUDGMENT

1. This judgment shall determine the claim application of the Applicant dated 19-05-2014, filed u/s 33-C (2) of the I. D. Act, 1947 for determination of the amount due to him along with the interest.

2. It is the case of the Applicant that he was the Workman of the Opponent. He stated that the Opponent is an industrial establishment. He stated that he has to receive from the Opponent an amount of Rs. 1,00,000/- as his fitment was not done properly, while in service. He stated that he had therefore raised a dispute before the Asstt. Labour Commissioner, Ponda, Goa. He stated that during the course of discussions, before the Asstt. Labour Commissioner, Ponda, Goa, the Employer had agreed to consider his case after placing before the board meeting. He stated that accordingly, in the board meeting held on 15-10-2011, the Employer agreed to pay an amount of Rs. 1,00,000/- to him.

He submitted that he approached the Opponent on several occasions with a request of making payment of Rs. 1,00,000/-, however, inspite of his representations, he was not paid said amount of Rs. 1,00,000/-. He therefore, prayed that the court be pleased to determine the amount due to him along with an interest.

3. The Opponent resisted the claim application of the Applicant by filing its reply dated 13-08-2014. The Opponent, as and by way of preliminary objections submitted that the Applicant did not disclose under which provision of law the application has been filed. The Opponent submitted that the Applicant is not a 'workman' as he was performing supervisory duties and his last drawn gross salary was Rs. 34,297/- and as such this Hon'ble Court has no jurisdiction to entertain and try the present application. The Opponent submitted that the claims of the Applicant are not based on an admitted right and hence, liable to be rejected in limine and that the alleged rights on which claims are purportedly based are required to be adjudicated. The Opponent further submitted that the claims made cannot be decided in an execution proceedings of an I.D. Act, 1947. The Opponent finally submitted that the claims cannot be the subject matter of a reference under the Industrial Disputes Act, 1947.

4. The Opponent stated that it is a co-operative milk producer's union. The Opponent stated that it is engaged in milk producing activities at Curti, Ponda, Goa. The Opponent stated that the Applicant joined in their services w.e.f. 28-06-1990 as a Jr. Supervisor.

The Opponent stated that as per their records an amount of Rs. 25,000/- was paid to the Applicant on 07-04-2011 as an advance on medical grounds, which was recoverable from the Applicant. The Opponent stated that the Applicant was also paid Rs. 49,665/- towards his medical expenditure, which was recoverable from him as per the note dated 08-02-2012 of its then Managing Director. The Opponent stated that the total amount recoverable from the Applicant is Rs. 74,665/-, which was paid to him on sympathetic grounds. The Opponent stated that the aforesaid recoverable amount was adjusted from the amount of Rs. 1,00,000/- payable to him and the balance amount of Rs. 25,335/- was paid to the Applicant, vide cheque bearing No. 003787, dated 20-05-2014 drawn on the Goa State Co-op. Bank Ltd., Curti, Ponda-Goa, settling the entire claim of the Applicant. The Opponent therefore submitted that the Applicant had filed a false claim before this Hon'ble Court with ulterior

motive and without reproducing the correct facts. The Opponent denied the overall case as pleaded by the Applicant and prayed for dismissal of the present claim application filed by the Applicant.

6. Thereafter, the Applicant filed his re-joinder on 18-08-2014 at Exb. 6. The Applicant, by way of his Re-joinder confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be proved and correct and denied all the statements, averments and submissions made by the Opponent in its Written Statement, which are contrary to his Statement and averments made in his Claim Statement. The Applicant stated that the said amount of Rs. 1,00,000/- was sanctioned by the Board of Directors of the Opponent in pursuance to the dispute raised by him for anomaly in pay fixation before the Asstt. Labour Commissioner, Ponda, Goa. The Applicant stated that the amount of Rs. 49,665/- towards his medical bills were reimbursed after adjusting the advance amount of Rs. 25,000/- and therefore the question of adjusting the amount from the amount of Rs. 1,00,000/- sanctioned to him by the board, does not arise.

8. Based on the pleadings filed by the respective parties, this court framed the following issues.

1. Whether the Applicant proves that he is a "Workman" within the meaning of the Section 2(s) of the I.D Act, 1947?
2. Whether the Applicant proves that he is entitled to receive from the Opponent a sum of Rs 1,00,000/- (Rupees one lakh only) towards anomaly in his scale?
3. Whether the Opponent proves that the present Claim of the Applicant is bad-in-law in view of reasons mentioned in para. (a) to (e) of its reply?
4. What order?

9. My findings to the aforesaid issues are as under:

- (a) Issue No. 1 : In the affirmative.
- (b) Issue No. 2 : In the affirmative.
- (c) Issue No. 3 : In the negative.
- (d) Issue No. 4 : As per final order.

I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar, appearing for the Applicant as well as Ld. Adv. Shri P. Chawdikar, appearing for the Opponent. Both the parties also filed their synopsis of written arguments respectively.

10. Ld. Rep. Shri P. Gaonkar, representing the Applicant, during the course of his oral arguments, submitted that the Applicant was working with

the Opponent initially as Jr. Supervisor and subsequently at the time of retirement of his service, he was designated as Extension Officer, Grade II. He submitted that as a Extension Officer, Grade II of the Opponent, the Applicant was predominantly performing clerical and technical nature of duties and as such he is a 'workman' within the meaning of Section 2 (s) of the I. D. Act, 1947. In support of his oral contention he relied upon the following judgments of Hon'ble Supreme Court of India.

- (a) In the case of Arkal Govind Raj Rao v/s. Ciba Geigy of India Ltd., Bombay, reported in 1987 Bom. L. R. 344.

He also relied upon the following judgments of Hon'ble High Court of Bombay.

- (a) In the case of Manganese Ore (India) Ltd., v/s. Union of India and Ors., reported in 2001 LLR 1135.
- (b) In the case of Cricket Club of India and Anr. v/s. Baljit Shyam and Anr., reported in 1998 LLR 511.
- (c) In the case of Shri Sudhir Kumar, s/o. Sourindra Kumar Roy v/s. M/s. Ferro Alloys Corporation Ltd., reported in 1991 LLR 422.

11. He submitted that the Applicant had raised a dispute pertaining to anomaly in his pay fixation before the Asstt. Labour Commissioner, Ponda, Goa. He submitted that the said dispute resulted in amicable settlement in view of the assurance given by the Opponent by making payment of Rs.1,00,000/- to the Applicant by placing the matter before its board. He submitted that the Applicant was paid by the Opponent a sum of Rs. 25,000/- as a medical advance and Rs. 49,665/- towards medical reimbursement of his bills. He submitted that the said amount of Rs.74,665/- paid to the Applicant had nothing to do with the amount of Rs.1,00,000/- which was to be paid to him. He submitted that the Opponent contended that the said amount of Rs. 25000/- and Rs. 49,665/- paid to the Applicant on sympathetic ground is recoverable. He submitted that the Opponent has however did not produce on record any cogent evidence in the form of document to substantiate its aforesaid statement. He submitted that on the contrary, the Applicant has produced on record his pay slips issued by the Opponent for the period from June, 2011 to August, 2011, clearly shows that no amount of money is due and payable by the Applicant to the Opponent. He therefore submitted that the amount be determined and paid to the Applicant along with interest.

12. On the contrary, Ld. Adv. Shri P. Chawdikar, representing the Opponent, during the course of his oral arguments submitted that admittedly the Applicant was working with them w.e.f. 28-06-1990. He submitted that the Applicant was designated as Extension Officer, Grade II, at the time of his retirement and was drawing a monthly gross salary of Rs. 34,297/-. He submitted that the pre-dominant duties and responsibilities attached to the post of Sr. Supervisor were supervisory in nature and as the Applicant was drawing a salary more than Rs. 10,000/- p.m. he is not a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947. He further submitted that as per the records maintained by the Opponent, it has paid an amount of Rs. 25,000/- to the Applicant on 07-04-2011 as an advance on medical grounds and Rs. 49,665/- towards Applicant's medical expenditure. He submitted that the said total amount of Rs. 74,665/- paid to the Applicant, is recoverable from him. He submitted that the said amount of Rs. 74,665/- was adjusted from an amount of Rs. 1,00,000/- which was payable to the Applicant and balance amount of Rs. 25,335/- was paid to the Applicant vide cheque dated 20-05-2014 drawn on the Goa State Co-op. Bank Ltd., Kurti, Ponda-Goa, in terms of board resolution No. 8 dated 21-09-2011. He therefore submitted that thus the Opponent is not liable to pay any amount to the Applicant. He therefore submitted that the claim application of the Applicant be therefore dismissed with cost.

I have carefully perused the entire records of the present case which includes synopsis of written arguments filed by the respective parties. I have also considered various legal submissions made by the Ld. Representatives appearing for the respective parties.

REASONS

13. *Issue No. 1 and 3:* I am deciding the issue No. 1 and 3 simultaneously as findings of the both the said issues are co-related to each other.

The Opponent, as and by way of preliminary objections, filed in its reply to the claim application of the Applicant submitted that the Applicant does not disclose the provisions of law, under which the present claim application has been filed, that the Applicant is not a 'workman' as he has performed supervisory duties and his last drawn gross salary was Rs. 34,297/- and as such this court has no jurisdiction to entertain and try the present claim application, that the claim of the Applicant is not based on the admitted rights, that the alleged rights on which claims are purportedly based, are

required to be adjudicated, that the claim cannot be decided in an execution proceedings under the I.D. Act, 1947 and that the claims cannot be the subject matter of a reference under the I.D. Act, 1947. The burden to prove the issue No.1 is on the Applicant.

The Applicant has made clear that the present claim application has been made under Section 33-C (2) of the I.D. Act, 1947.

The Opponent contended that the Applicant was predominantly performing the supervisory duties and drawing monthly gross salary of Rs. 34,297/- at the time of his retirement. Ld. Rep. Shri P. Gaonkar, representing the Applicant, during the course of his oral arguments submitted that the duties performed by the Applicant cannot be called as supervisory as he was not having any power to take any decision of any kind and relied upon the following judgments.

14. In the case of **Arkal Govind Raj Rao (supra)**, the Hon'ble Apex Court has held as under:

"16. The test that one must employ in such a case is what was the primary, basic or dominant nature of duties for which the person whose status is under enquiry was employed. A few extra duties would hardly be relevant to determine his status. The words like managerial or supervisory have to be understood in their proper connotation and their mere use should not detract from the truth".

15. In the case of **Manganese Ore (India) Ltd. (supra)**, the Hon'ble High Court of Bombay has held as under:

"22. After giving my careful consideration to the facts and circumstances of the case and the submissions made by the Ld. Counsel for the parties in this regard, it appears to me that whether or not an employee is a 'workman' under Section 2 (s) of the I.D. Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and the material on record and it is not possible to lay down any straight jacket formula, which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of 'workman' under Section 2 (s) of the I.D. Act, there is hardly any difficulty in treating him as

workman under the appropriate classification but in complexity of industrial or commercial organizations quite large number of employees are often required to do more than one kind of work. In such cases it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or go out of it.....".

16. In the case of **Cricket Club of India (supra)**, the Hon'ble High Court after replying upon the judgment of Hon'ble Apex Court in the case of P. Maheshwari v/s. Delhi Administration and Ors., 1993 (3) SCR 949, observed as under:

"The principle therefore is, one must look into the main work and that must found out from the main duties. A supervisor was one who could bind the company to take some kind of decision on behalf of the company. One who was reporting merely as to the affairs of the company and making assessment for the purpose of reporting was not a supervisor".

The Apex Court thereafter referred to the definition of the supervisor in the Block's Law Dictionary Special Deluxe Fifth Edition, which describes 'supervisor' as under:-

"In a broad sense, one having authority over others, to superintend and direct. The term 'supervisor' means any individual having authority in the interest of the employer to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgments".

17. In the case of **Shri Sudhir Kumar s/o. Sourindra Kumar Roy (supra)**, before the Hon'ble High Court of Bombay, the Petitioner was working with the employer and designated as Chemist-in-charge. The Petitioner was discharging his function as Chemist. He was having power to recommend leave but not empowered to grant leave or take disciplinary action. The Hon'ble High Court has held that *"the Petitioner was employed as Chemist and was essentially discharging his functions as Chemist. Whatever supervisory work he did that was ancillary to the job and hence, the Petitioner is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947"*.

Thus, it is settled principle of law that whether an employee is a workman or not within the meaning of Section 2 (s) of the I.D. Act, 1947, depends upon his primary and basic nature of duties and responsibilities which he/she was performing at the time of termination of his/her service. The term 'supervisor' has to be understood as explained in the judgment of Hon'ble High Court of Bombay in its case of **Cricket Club of India (supra)**.

18. In the case in hand, admittedly, the Applicant was appointed as 'Jr. Supervisor' by the Opponent, vide its appointment letter 28-06-1990. The Applicant was thereafter promoted to the post of 'Supervisor (P & AH)', by order of the Opponent dated 27-10-2001 (Exb.19-cross). The Applicant was again promoted to the post of 'Extension Officer, Grade II' w.e.f. 01-08-2009, by letter of the Opponent dated 22-08-2009 (Exb.20-cross). It is also not in dispute that the Applicant retired from the services of the Opponent after the month of August, 2011. The evidence on record indicates that the last drawn gross salary of the Applicant was Rs.34,297/-. The duties and responsibilities attached to the post of Extension Officer, Grade II has not been spelt out in the promotion letter (Exb.20-cross) issued to the Applicant. It is therefore necessary to look into the primary and basic nature of duties of the Applicant.

19. To prove his case, the Applicant has examined himself as his sole witness. The Applicant in his affidavit-in-evidence deposed that as an Extension Officer, Grade II of the Opponent, he was performing the duties such as physically preparing the stock of medicine in the stores, making requisition of medicine as per requirement of dairy societies of Goa, physically making requisition of required medicines and submitting the list of medicines for purchase to the purchase dept., physically checking the quality of milk and maintaining their records such as percentage of fats, SNF and degree of milk etc. and physically doing any other work as per the orders of his supervisor manager (procurement).

In cross-examination, the Applicant admitted that he used to see the job of supply of veterinary medicines to the co-operative societies affiliated to the Opponent through its veterinary stores. He admitted that it was his duty to visit the various dairy co-operative societies affiliated to the Opponent and observe that the veterinary medicine supplied to them have been utilized properly by the said societies and if any of the dairy co-operative societies has not utilized the

veterinary medicine supplied to them, then, he used to report the same to the Opponent and that to observe and supervise the veterinary medicine supplied by the Opponent to its affiliated dairy societies.

20. On the contrary, the Opponent has examined its Personnel Officer, Shri Priyesh Sawant as their sole witness. The said witness of the Opponent remained silent regarding the predominant nature of duties of the Applicant, though the Ld. Adv. Shri P. Chawdikar, during the course of his cross-examination of the Applicant denied the duties spelt out by him in his affidavit-in-evidence. The said witness of the Opponent, in his cross-examination clearly admitted that the Applicant was performing the same duties as specified by him in his affidavit in evidence. The said Opponent's witness admitted that the Applicant was not the sanctioning authority of leave of any of the employee. He deposed that he do not know as to whether the Applicant was recommending leave of the employees of the Opponent. He admitted that the Applicant was performing his duties as per the instructions given to him from time to time by the Manager/Asstt. Manager of the Opponent. He deposed that none of the employees of the Opponent used to assist the Applicant during the time of his field visit. He deposed that he do not know as to whether the Applicant used to physically check the fat of the milk by way of his field visit. He deposed that he do not know the specific duties of the Applicant, while on his visits to different societies affiliated to the Opponent.

Thus, the aforesaid predominant nature of duties and responsibilities performed by the Applicant as an Extension Officer Grade II of the Opponent does not show that he was having any authority to take any kind of disciplinary action or to direct any of the employees of the Opponent, other than reporting the matter to the higher authority. The aforesaid duties performed by the Applicant are thus, clerical and technical in nature and as such the Applicant is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947. Hence, it is held that the Applicant is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947. The issue No.1 is therefore answered in the affirmative.

21. Admittedly, the Applicant had raised a dispute pertaining to anomaly in his pay fixation before the Asstt. Labour Commissioner and Conciliation Officer, Ponda, Goa. The resolution No. 8 taken by the board of directors of the Opponent in its meeting held on 21-09-2011 (Exb.13) on record indicates that the Opponent

had resolved to pay to the Applicant a lump sum amount of Rs.1,00,000/- towards the anomaly in his pay fixation. The said resolution on record does not shows that the said amount of Rs. 1,00,000/- shall be paid to the Applicant by deducting an amount of Rs. 25,000/- and a sum of Rs. 49,665/- which was paid to him as an medical advance on 07-04-2011 and reimbursement of his medical bills respectively. This clearly shows that there exists an pre-existing right to claim the amount of Rs.1,00,000/- by the Applicant. Hence, this court has every jurisdiction to entertain and try the present claim application filed by the Applicant. It is therefore held that the Opponent failed to prove that the claim application of the Applicant is bad-in-law for any reasons as spelt out in the preliminary objections of their reply. The issue No. 3 is therefore answered in the negative.

22. *Issue No. 2:* While deciding the issue No. 3 herein above, I have come to the conclusion and held that the Opponent is due and payable to the Applicant a sum of Rs.1,00,000/- towards the anomaly in his pay fixation.

It is the contention of the Opponent that the Applicant was paid by the Opponent an amount of Rs. 25,000/- on 07-04-2011 as medical advance and also a sum of Rs. 49,665/- towards his medical bills and that as the said amount of Rs. 74,665/- (being Rs. 25,000/-+Rs. 49,665/-) was recoverable, they adjusted a sum of Rs. 74,665/- towards Rs. 1,00,000/- which was payable to the Applicant in terms of resolution No. 8 dated 21-09-2011 and the balance amount of Rs. 25,335/- was paid to him, by cheque bearing No. 003787 dated 20-05-2014 drawn on the Goa State Co-op. Bank Ltd., Curti, Ponda-Goa. The sole witness of the Opponent Shri Sawant, also deposed the said fact in his affidavit-in-evidence filed in the present proceedings. However, during the course of his cross-examination, Shri Sawant deposed that he do not know as to whether the Applicant has acknowledged any such letter issued by the Opponent pertaining to the debt of Rs. 74,665/-. His oral evidence on record indicates that the Opponent do possess records of all its transactions, however, he could not produce any documents to substantiate his statement that the aforesaid amount of Rs. 25,000/- and Rs. 49,665/-, which were paid to the Applicant as medical advance and reimbursement of his medical bills, were recoverable. On the contrary, the Applicant has produced on record his pay slips (Exb. 30-colly) issued by the Opponent for the period from April, 2011 till the retirement of the Applicant on August, 2011, in support of his oral evidence that the

amount paid to him by the Opponent as medical advance and reimbursement of his medical bills were not recoverable. The said pay slips on record clearly indicates that the recovery (old recoverable and new recoverable column) has been shown as zero. The Opponent has however, paid to the Applicant a sum of Rs. 25,335/- by cheque bearing No. 003787 dated 20-05-2014 drawn on the Goa State Co-op. Bank Ltd., Curti, Ponda-Goa i.e. soon after filing the present claim application by the Applicant. Thus, an amount of Rs. 74,665/- is yet to be paid to the Applicant by the Opponent in terms of its resolution No. 8 dated 21-09-2011. The Opponent is legally due and payable to the Applicant the balance amount of Rs. 74,665/-. The said amount had to be paid to the Applicant at the time of retirement of the Applicant after the month of August, 2011. The Opponent has miserably failed to pay the same till date. The Opponent is therefore liable to pay to the Applicant the said amount of Rs. 74,665/- @ 9% p.a. from September, 2011 till the date of its realization.

In view of above, I pass the following order:

ORDER

1. The claim application of the Applicant dated 19-05-2014, is hereby allowed. The Opponent, M/s. Goa State Co-operative Milk Producers Union Ltd., Curti, Ponda-Goa, is hereby directed to pay to the Applicant Shri Thomas Fernandes, a sum of Rs. 74,665/- along with simple interest @ 9% p.a. from September, 2011 till the realization of the said amount.

2. No order as to cost.

Pronounced in the open court.

Sd/-

(Suresh N. Narulkar)
Presiding Officer
Labour Court-II.

Notification

No. 28/9/2017-LAB/Part-I/232

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 27-02-2017 in reference No. IT/59/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 11th April, 2017.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/59/12

Workmen,
Rep. by the President,
Ramada Renaissance Resort
Employees Union,
Varca, Fatrade,
Salcete, Goa, 403 721. ... Workmen/Party I
V/s

M/s. Ramada Caravela Beach
Resort Goa,
Varca Beach,
Salcete, Goa, 403 721. ... Employer/Party II
Workmen/Party I represented by Shri Subhash Naik
Jorge.

Employer/Party II represented by Ld. Adv. Shri M.
S. Bandodkar.

AWARD

(Delivered on this the 27th day of the month of
February of the year 2017)

By Order dated 29-10-2012, bearing No. 28/31/
/2012-Lab/593, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

"(1) Whether the action of the management of
M/s. Ramada Caravela Beach Resort Goa,
Varca, in not conceding to the demand of
their workmen, represented by the Ramada
Renaissance Resort Employees Union, for
payment of bonus at the rate of 20% for the
accounting year 2010-11, is legal and
justified?

(2) If not, what relief each of the workmen are
entitled to?"

2. Upon receipt of the reference, it was registered
as IT/59/12 and registered A/D notices were issued
to both the parties.

3. In the course of further proceedings, the
parties filed an application dated 22-2-2017 along
with Memorandum of Settlement entered between
the management of Ramada Caravela Beach Resort,
a unit of Advani Hotels and Resorts (I) Ltd., and
permanent workmen employed under it
represented by Ramada Renaissance Resort

Employees Union under Section 12(3) read with Section 18(3) of the Industrial Disputes Act, 1947 at Exhibit 2 colly stating that they have settled the subject matter of the dispute amongst others by signing the settlement.

4. The terms of settlement are as follows:

A) It is agreed by and between the parties, the Bonus/Ex-gratia shall be paid to the permanent workmen under the Payment of Bonus Act, 1965, for all the above accounting years as under:

Year	Already paid	Ex-gratia to be paid
2010-2011	Bonus 8.33%	Nil
2011-2012	Bonus 8.33%	& Ex-gratia 6.67%
2012-2013	Bonus 8.33%	& Ex-gratia 7.67%
2013-2014	Bonus 8.33%	& Ex-gratia 8.67%
2014-2015	Bonus 8.33%	& Ex-gratia 9.67%
2015-2016	Bonus 8.33%	& Ex-gratia 9.67%

Year	To be paid	Ex-gratia to be paid
2016-2017	Bonus 8.33%	Ex-gratia 9.67% (Bonus payable on or before 30th September, 2017 & Ex-gratia payable before 31st December, 2017).

Year	To be paid	Ex-gratia to be paid
2017-2018	Bonus 8.33%	Ex-gratia 11.67% (Bonus payable on or before 30th September, 2018 & Ex-gratia payable before 31st December, 2018).

B) The calculation of Bonus/Ex-gratia shall be made as per the provisions of the payment of Bonus Act, 1965 and rules made there under. This settlement is applicable only to permanent workers who are members of Ramada Renaissance Resort Employees Union and who are on rolls of Ramada Caravela Beach Resort Goa, a unit of Advani Hotels & Resorts (I) Ltd on the day of signing the settlement.

C) Ex-Gratia will be applicable only for the union employees working with the company on date of signing this agreement. Bonus will not be applicable for employees not covered under the Payment of Bonus Act, 1965 and Rules thereof. The below mentioned chart may be referred to for understanding the same better.

Sr. No.	Category of employees	Bonus	Ex-gratia
1	2	3	4
1.	Employees currently on rolls of the company and covered under the Payment of Bonus Act, 1965	Eligible for Bonus	Eligible for Ex-gratia.
2.	Employees currently on rolls of the company and not covered under the Payment of Bonus Act, 1965	Not eligible for Bonus	Eligible for Ex-gratia.
3.	Employees who have left the company and were covered under the Payment of Bonus Act, 1965	Eligible for Bonus	Not eligible for Ex-gratia.
4.	Employees who have left the company and were not covered under the Payment of Bonus Act, 1965	Not eligible for Bonus	Not eligible for Ex-gratia.
5.	For year 2014-15, for the employees currently on rolls of the company, and covered under the Bonus Act, 1965 will be paid Bonus/Ex-gratia as per the old provisions of Bonus Act. However, in future if the court allows the new provisions with retrospective effect the Bonus/Ex-gratia will be calculated as per new provisions and differential Bonus/Ex-gratia will be paid accordingly	Eligible for Bonus as per old provisions of Bonus Act	Eligible for Ex-gratia as per old provisions of Bonus Act.
6.	For year 2014-15, for the employees currently not working with the company and covered under the Bonus Act, 1965 will be paid/already paid the Bonus as per the old provisions of Payment of Bonus Act. However, in future if the court allows the new provisions with retrospective effect the Bonus will be calculated as per new provisions and differential Bonus will be paid accordingly	Eligible for Bonus as per old provisions of Bonus Act	Not eligible for Ex-gratia.

1	2	3	4
7.	For year 2014-15, for the employees currently working with the company and not covered under the Bonus Act, 1965, will be paid Ex-gratia as per the old provisions of Bonus Act. However, in future if the court allows the new provisions with retrospective effect, the Ex-gratia will be calculated as per new provisions and differential Ex-gratia will be paid accordingly	Not eligible for Bonus	Eligible for Ex-gratia as per old provisions of Bonus Act.
8.	For year 2014-15, for the employees currently not on roll with the company and not covered under the Bonus Act, 1965 will not be entitled to any Bonus/Ex-gratia	Not eligible for Bonus	Not eligible for Ex-gratia.
	D) In view of the above settlement it is agreed between the parties that all the disputes/ /industrial disputes in connection with the payment of Bonus/Ex-gratia for the accounting years mentioned hereinabove are fully, finally, irrevocably and satisfactorily settled and no further disputes/cases would arise in this matter of whatsoever nature, including any claim/ benefit which could be ascertained in the form of money.	H) The union and the workmen assure full co-operation in elimination of wasteful practices.	
	E) It is further agreed between the parties in so far as the Bonus for the accounting year 2010-11, 2011-12 pending in reference No. IT/59/12 & IT/38/13 in Industrial Tribunal, Panaji, Goa, the parties to the reference shall make a joint application for disposing the said reference in terms of the settlement, within one week of signing the settlement. A copy of this settlement shall be produced before the Industrial Tribunal.	I) The union and the workmen agree to give full co-operation to the management in the maintenance of discipline, reduction of absenteeism and adhering to good service practices and safety regulations.	
	F) It is further agreed by the union/workmen that in view of the above settlement their entire demand for Bonus/Ex-gratia as per the Payment of Bonus Act, 1965 for the accounting year 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18 is fully, finally, irrevocably and satisfactorily settled and both the parties agree to adhere to the terms of the settlement. No further claims or disputes can arise thereafter.	J) It is agreed that the management, the union and the workmen undertake to maintain good industrial relations and further agree not to support or indulge in any unfair labour practices and whenever conflicts of interest arise, they shall be resolved in a peaceful and legitimate manner through mutual discussion and/or recourse to legal machinery provided under the law.	
	G) It is agreed between the parties that Bonus/ /Ex-gratia which is not paid shall be paid for accounting year 2011-12, 2012-13, 2013-14, 2014-15, 2015-16 on or before 28-02-2017, subject to withdrawal of all the matters by the Ramada Renaissance Employees Union from the Industrial Tribunal and DLC office.	K) With this, all the demands of the union have been met and there shall be no additional financial or non-financial demands or requests, under the Payment of Bonus Act, 1965 and rules thereof.	
		L) Any employees who resigned/retires/ /separates from the company in the future will be eligible for bonus/Ex-gratia on a pro-rata basis as per the provisions of the Payment of Bonus Act, 1965 and rules thereof.	
		M) This settlement is a special settlement and payment of Ex-gratia to the non-eligible employees under the Payment of Bonus Act is a one-time special case and should not create a precedent in any way whatsoever.	
		N) A list of employees working with the company, on the date of signing the settlement is enclosed, only these employees will be eligible for the Bonus/ /Ex-gratia as per the settlement thereof. Enclosed in Annexure A.	

- O) Calculation for Bonus/Ex-gratia of the employees from the year 2010-11, 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16 have been enclosed in the Annexure B, C, D, E, F & G respectively.

9. The above terms of settlement are signed by Shri Prahlad Advani, Director Operations, Shri Prasad Kanoth, Hotel Manager, Shri Shankar Kulkarni-Vice President-Finance, Shri Viraj Govekar-Sr. Manager-Human Resources and Amit Khanvilkar-Asst. Manager-Human Resources of Party II and Shri Marcelino Fernandes-President, Shri Subhash Naik George-Vice President, Shri Joao Fernandes-General Secretary, Shri Puttu Salunke-Vice President, Ms. Angela Fernandes-Joint Treasurer and Shri Gurudas Verlekar-Joint Secretary of Party I union.

10. I have gone through the records of the case and the above terms of settlement and I am convinced that the Memorandum of settlement at Exhibit 2 colly. filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

11. In view of above, I pass the following:

ORDER

- 1) The reference stands disposed of in view of the Memorandum of Settlement dated 10-02-2017 filed by the parties at Exhibit 2 colly.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer
Industrial Tribunal and
Labour Court.

Notification

No. 28/9/2017-LAB/Part-I/234

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 27-02-2017 in reference No. IT/38/13 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 11th April, 2017.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/38/13

Workmen,
Rep. by the President,
Ramada Renaissance Resort
Employees Union,
Varca, Fatrade,
Salcete, Goa, 403 721. ... Workmen/Party I.
V/s

M/s. Ramada Caravela Beach
Resort Goa,
Varca Beach, Fatrade,
Salcete, Goa, 403 721. ... Employer/Party II.

Workmen/Party I represented by Shri Subhash Naik Jorge.

Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar

AWARD

(Delivered on this the 27th day of the month of February of the year 2017)

By order dated 18-09-2013, bearing No. 28/44/2013-Lab/638, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Ramada Caravela Beach Resort Goa, Varca, in not conceding to the demand of it's workmen represented by the Ramada Renaissance Resort Employees Union, for payment of 20% bonus for the accounting year 2011-12 without salary limits, is legal and justified?

(2) If not, what relief each of the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/38/13 and registered A/D notices were issued to both the parties.

3. In the course of further proceedings, the parties filed an application dated 22-2-2017 along with Memorandum of Settlement entered between the management of Ramada Caravela Beach Resort, a unit of Advani Hotels and Resorts (I) Ltd., and permanent workmen employed under it represented by Ramada Renaissance Resort

Employees Union under Section 12(3) read with Section 18(3) of the Industrial Disputes Act, 1947 at Exb.1 colly stating that they have settled the subject matter of the dispute amongst others by signing the settlement.

4. The terms of settlement are as follows:

A) It is agreed by and between the parties, the Bonus/Ex-gratia shall be paid to the permanent workmen under the Payment of Bonus Act, 1965, for all the above accounting years as under:

Year	Already paid	Ex-gratia to be paid
2010-2011	Bonus 8.33%	Nil
2011-2012	Bonus 8.33%	& Ex-gratia 6.67%
2012-2013	Bonus 8.33%	& Ex-gratia 7.67%
2013-2014	Bonus 8.33%	& Ex-gratia 8.67%
2014-2015	Bonus 8.33%	& Ex-gratia 9.67%
2015-2016	Bonus 8.33%	& Ex-gratia 9.67%

Year	To be paid	Ex-gratia to be paid
2016-2017	Bonus 8.33%	Ex-gratia 9.67% (Bonus payable on or before 30th September, 2017 & Ex-gratia payable before 31st December, 2017).

Year	To be paid	Ex-gratia to be paid
2017-2018	Bonus 8.33%	Ex-gratia 11.67% (Bonus payable on or before 30th September, 2018 & Ex-gratia payable before 31st December, 2018).

B) The calculation of Bonus/Ex-gratia shall be made as per the provisions of the payment of Bonus Act, 1965 and rules made there under. This settlement is applicable only to permanent workers who are members of Ramada Renaissance Resort Employees Union and who are on rolls of Ramada Caravela Beach Resort Goa, a unit of Advani Hotels & Resorts (I) Ltd. on the day of signing the settlement.

C) Ex-Gratia will be applicable only for the union employees working with the company on date of signing this agreement. Bonus will not be applicable for employees not covered under the Payment of Bonus Act, 1965 and Rules thereof. The below mentioned chart may be referred to for understanding the same better.

Sr. No.	Category of employees	Bonus	Ex-gratia
1	2	3	4
1.	Employees currently on rolls of the company and covered under the Payment of Bonus Act, 1965	Eligible for Bonus	Eligible for Ex-gratia.
2.	Employees currently on rolls of the company and not covered under the Payment of Bonus Act, 1965	Not eligible for Bonus	Eligible for Ex-gratia.
3.	Employees who have left the company and were covered under the Payment of Bonus Act, 1965	Eligible for Bonus	Not eligible for Ex-gratia.
4.	Employees who have left the company and were not covered under the Payment of Bonus Act, 1965	Not eligible for Bonus	Not eligible for Ex-gratia.
5.	For year 2014-15, for the employees currently on rolls of the company, and covered under the Bonus Act, 1965 will be paid Bonus/Ex-gratia as per the old provisions of Bonus Act. However, in future if the court allows the new provisions with retrospective effect the Bonus/Ex-gratia will be calculated as per new provisions and differential Bonus/Ex-gratia will be paid accordingly	Eligible for Bonus as per old provisions of Bonus Act	Eligible for Ex-gratia as per old provisions of Bonus Act.
6.	For year 2014-15, for the employees currently not working with the company and covered under the Bonus Act, 1965 will be paid/already paid the Bonus as per the old provisions of Payment of Bonus Act. However, in future if the court allows the new provisions with retrospective effect the Bonus will be calculated as per new provisions and differential Bonus will be paid accordingly	Eligible for Bonus as per old provisions of Bonus Act	Not eligible for Ex-gratia.

1	2	3	4
7.	For year 2014-15, for the employees currently working with the company and not covered under the Bonus Act, 1965, will be paid Ex-gratia as per the old provisions of Bonus Act. However, in future if the court allows the new provisions with retrospective effect the Ex-gratia will be calculated as per new provisions and differential Ex-gratia will be paid accordingly	Not eligible for Bonus	Eligible for Ex-gratia as per old provisions of Bonus Act.
8.	For year 2014-15, for the employees currently not on roll with the company, and not covered under the Bonus Act, 1965 will not be entitled to any Bonus/Ex-gratia	Not eligible for Bonus	Not eligible for Ex-gratia.
	D) In view of the above settlement it is agreed between the parties that all the disputes/ /industrial disputes in connection with the payment of Bonus/Ex-gratia for the accounting years mentioned hereinabove are fully, finally, irrevocably and satisfactorily settled and no further disputes/cases would arise in this matter of whatsoever nature, including any claim/ benefit which could be ascertained in the form of money.	I) The union and the workmen agree to give full co-operation to the management in the maintenance of discipline, reduction of absenteeism and adhering to good service practices and safety regulations.	
	E) It is further agreed between the parties in so far as the Bonus for the accounting year 2010-11, 2011-12 pending in reference No. IT/59/12 & IT/38/13 in Industrial Tribunal, Panaji, Goa, the parties to the reference shall make a joint application for disposing the said reference in terms of the settlement, within one week of signing the settlement. A copy of this settlement shall be produced before the Industrial Tribunal.	J) It is agreed that the management, the union and the workmen undertake to maintain good industrial relations and further agree not to support or indulge in any unfair labour practices and whenever conflicts of interest arise, they shall be resolved in a peaceful and legitimate manner through mutual discussion and/or recourse to legal machinery provided under the law.	
	F) It is further agreed by the union/workmen that in view of the above settlement their entire demand for Bonus/Ex-gratia as per the Payment of Bonus Act, 1965 for the accounting year 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18 is fully, finally, irrevocably and satisfactorily settled and both the parties agree to adhere to the terms of the settlement. No further claims or disputes can arise thereafter.	K) With this, all the demands of the union have been met and there shall be no additional financial or non-financial demands or requests, under the Payment of Bonus Act, 1965 and rules thereof.	
	G) It is agreed between the parties that Bonus/ /Ex-gratia which is not paid shall be paid for accounting year 2011-12, 2012-13, 2013-14, 2014-15, 2015-16 on or before 28-02-2017, subject to withdrawal of all the matters by the Ramada Renaissance Employees Union from the Industrial Tribunal and DLC office.	L) Any employees who resigned/retires/ /separates from the company in the future will be eligible for bonus/Ex-gratia on a pro-rata basis as per the provisions of the Payment of Bonus Act, 1965 and rules thereof.	
	H) The union and the workmen assure full co-operation in elimination of wasteful practices.	M) This settlement is a special settlement and payment of Ex-gratia to the non-eligible employees under the Payment of Bonus Act is a one-time special case and should not create a precedent in any way whatsoever.	
		N) A list of employees working with the company, on the date of signing the settlement is enclosed, only these employees will be eligible for the Bonus/ /Ex-gratia as per the settlement thereof. Enclosed in Annexure A.	
		O) Calculation for Bonus/Ex-gratia of the employees from the year 2010-11, 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16 have been enclosed in the Annexure B, C, D, E, F & G respectively.	

9. The above terms of settlement are signed by Shri Prahlad Advani, Director Operations, Shri Prasad Kanoth, Hotel Manager, Shri Shankar Kulkarni—Vice President-Finance, Shri Viraj Govekar—Sr. Manager-Human Resources and Amit Khanvilkar—Asst. Manager-Human Resources of Party II and Shri Marcelino Fernandes—President, Shri Subhash Naik George—Vice President, Shri Joao Fernandes—General Secretary, Shri Puttu Salunke—Vice President, Ms. Angela Fernandes—Joint Treasurer and Shri Gurudas Verlekar—Joint Secretary of Party I union.

10. I have gone through the records of the case and the above terms of settlement and I am convinced that the Memorandum of settlement at Exhibit 1 colly filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

11. In view of above, I pass the following:

ORDER

- 1) The reference stands disposed of in view of the Memorandum of Settlement dated 10-02-2017 filed by the parties at Exhibit 1 colly.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 1/7/2014-LD(Estt.)/407

Read: Order No. 1/7/2014-LD(Estt.)/1344 dated 25-07-2016.

Government of Goa is pleased to appoint Adv. Deep Digamber Shirodkar, Additional Government Advocate attached to the Office of the Ld. Advocate General, Altinho, Panaji to appear and defend the interest of the Government in the matters before the High Court of Bombay at Goa, Panaji with effect from 25-07-2016 and until further orders.

He will be paid fees as per the existing terms and conditions laid down by the Government, applicable to Government Advocates and Additional Government Advocates, amended from time to time, on submission of bills (in duplicate) alongwith the attendance certificate, issued by the Registrar of the High Court of Bombay, Panaji-Goa. They should comply with the instructions contained in the Government Circular No. 4-43-99/LD dated 04-05-2000. They will appear in those matters, which would be allotted to them by the Ld. Advocate General and perform all duties and functions as may be assigned by the Ld. Advocate General or the State Government.

This issues with the supersession of Order No. 1/7/2014-LD(Estt.)/1344 dated 25-07-2016 referred above.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary, Law (Estt.).
Porvorim, 7th April, 2017.

Order

No. 1/7/2014-LD(Estt.)/468

Read: Order No. 1/7/2014-LD(Estt.)/1344 dated 25-07-2016.

Government of Goa is pleased to appoint Adv. Amira A. Razaq as Government Advocate to appear and defend the interest of the Government in the matters before the High Court of Bombay at Goa, Panaji with effect from 25-07-2016 and until further orders.

She will be paid fees as per the existing terms and conditions laid down by the Government, applicable to Government Advocates and Additional Government Advocates, amended from time to time, on submission of bills (in duplicate) alongwith the attendance certificate, issued by the Registrar of the High Court of Bombay, Panaji-Goa. They should comply with the instructions contained in the Government Circular No. 4-43-99/LD dated 04-05-2000. They will appear in those matters, which would be allotted to them by the Ld. Advocate General and perform all duties and functions as may be assigned by the Ld. Advocate General or the State Government.

This issues with the supersession of Order No. 1/7/2014-LD(Estt.)/1344 dated 25-07-2016 referred above.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary, Law (Estt.).
Porvorim, 7th April, 2017.

Order

No. 5-40-95/LD(10)

Whereas, the Government vide Notification No. 5-40-95/LD(10) dated 16-08-1996, published in the Official Gazette, Series II No. 36 dated 05-12-1996, appointed Shri Datta Shivaji Nadkarni, Advocate, as a Notary for a period of three years in the Judicial Division of Salcete with effect from 16-08-1996 (hereinafter called as the "Notary");

And whereas, the Government vide Certificate of Practice No. 5-40-96/LD(6) dated 16-08-1996 authorised the Notary to practice as a Notary for Salcete Judicial Division for a period of 3 years from 16-08-1996;

And whereas, the Certificate of Practice issued to the Notary has been renewed by the Government from time such Certificate of Practice was last renewed for a period of one year with effect from 16-02-2016;

And whereas, Shri Sanjay Mohan Volvoikar, resident of Anne Lopes Bldg., Dev Nagar, Ghanemorod, Xeldem, Quepem, Goa filed a complaint dated 02-09-2014 in Form XIII appended to the Notaries Rules, 1956 (hereinafter referred to as the "said Rules") against the Notary in the office of the State Registrar-cum-Head of Notary Services (hereinafter called as the "Complaint");

And whereas, the State Registrar-cum-Head of Notary Services (hereinafter referred to as the "Competent Authority") directly initiated an inquiry into the Complaint at his end and vide letter No. 3/7/16-Registration/138 dated 28-10-2016, he submitted the inquiry report to the Government.

And whereas, the Competent Authority vide letter No. 3/7/17-Registration/152 dated 01-02-2017, has admitted that there has been a procedural lapse on the part of his office as the Complaint was not made before the appropriate Government but was submitted to his office in Form XIII and by oversight he conducted the inquiry into the Complaint;

And whereas, the inquiry report submitted by the Competent Authority into the Complaint was placed before the Government.

And whereas, the Government has considered the inquiry report and is of the opinion that an action as specified under sub-clause (iii) of Clause (b) of sub-rule (12) of Rule 13 of the said Rules should be taken against the Notary.

Now, therefore, in pursuance of sub-clause (iii) of Clause (b) of sub-rule (12) of rule 13 of the said Rules, the Government of Goa hereby lets off the

Notary with a warning that he should comply with the provisions of the Notaries Act, 1952 (Central Act 53 of 1952) and the Rules framed thereunder scrupulously in future, failing which stern action will be taken against the Notary.

By order and in the name of the Governor of Goa.

B. R. Singh, Secretary (Law).

Porvorim, 10th April, 2017.

Order

No. 1/7/2014-LD(Estt.)/509

Government of Goa is pleased to appoint Adv. Pradosh Dangui as Government Advocate on the panel of Government to appear and defend the interest of the State Government in the matters before the Hon'ble High Court of Bombay at Goa, Panaji, National Green Tribunal, New Delhi and National Green Tribunal, Pune with immediate effect.

He will be paid fees as per the existing terms and conditions laid down by the Government, applicable to Government Advocates and Additional Government Advocates, amended from time to time, on submission of bills (in duplicate) alongwith the attendance certificate, issued by the respective Courts where the appearance put in. He should comply with the instructions contained in the Government Circular No. 4-43-99/LD dated 04-05-2000. He will appear in those matters, which would be allotted to him by the Ld. Advocate General and perform all duties and functions as may be assigned by the Ld. Advocate General or the State Government.

By order and in the name of the Governor of Goa.

Diwan N. Rane, Under Secretary (Estt.) (Link), Law Department.

Porvorim, 18th April, 2017.

Order

No. 1/13/2014/LD(Estt.)/510

The Government of Goa is hereby pleased to accept the resignation tendered by Shri Dattaprasad Prabhu Lawande, as Additional Advocate General for the State of Goa, with effect from 20-03-2017.

By order and in the name of the Governor of Goa.

Diwan N. Rane, Under Secretary (Estt.) (Link), Law Department.

Porvorim, 18th April, 2017.

High Court of Bombay at Goa, Panaji**Order**

No. HCB/GOA/PF/PMS/2017

The Honourable Senior Judge is pleased to grant the following Officer leave for the period mentioned against his name:-

Name & designation	Period of leave
Shri P. M. Shinde, Deputy Registrar, High Court of Bombay at Goa, Panaji	Earned Leave for 5 days w.e.f. 17-04-2017 to 21-4-2017 with permission to prefix 16-4-2017 being Sunday and to suffix 22-4-2017 and 23-4-2017 being 4th Saturday and Sunday respectively.

Certified that but for leave the Officer would have continued to officiate in the post had he not proceeded on leave during the above period.

II

The charge of the post of Dy. Registrar during the above mentioned leave period, is kept with the undersigned.

Panaji,
17th April, 2017.

S. C. Chandak,
Registrar (Adm.).

**Notification by the High Court of Judicature
Appellate Side, Bombay**

No. A.1205/G/2017/1292

In exercise of the powers conferred by sub-section (3) of Section 9 of the Code of Criminal Procedure, 1973 (No. 2 of 1974), the High Court is pleased to appoint the following Assistant Sessions Judge as the Additional Sessions Judge to exercise jurisdiction in the Courts of Sessions with immediate effect.

**Name of the Judicial Officer and present
posting**

Sr. No.	Name of Judicial officer
1.	Ms. Kshama M. Joshi, ad hoc District Judge-2 & Assistant Sessions Judge, South Goa, Margao.

High Court, Bombay,

Sd/-

Dated: 13th April, 2017

Mangesh S. Patil,
Registrar General.

Department of Personnel**Order**

No. 6/13/2009-PER

On the recommendations of Goa Services Board and with the approval of the Government, the following Senior Scale Officers of Goa Civil Service are transferred and posted with immediate effect, in public interest:-

Sr. No.	Name of the Officer and Designation	Posted as
1	2	3
1.	Shri Narayan Sawant, Director of Vigilance	Addl. Secretary (Home) vice Shri Srinet Kothwale transferred.
2.	Shri Sanjit Rodrigues, Managing Director, GSIDC	MD, Goa Solid Waste Management Corporation with addl. charge of Managing Director, GSIDC.
3.	Shri Nikhil Desai, Managing Director, Goa Tourism Development Corporation	Director of Transport vice Shri Sunil Masurkar transferred. Shri Desai shall continue on the post of MD, GTDC till 30-04-2017.
4.	Shri D. G. Sardessai, Secretary, Goa Public Service Commission,	Director, Public Grievances vice Ms. Margaret Fernandes transferred.
5.	Shri Sunil Masurkar, Director of Transport	Joint Secretary (Health) vice Shri Anthony D'Souza transferred.
6.	Shri Agnelo Fernandes, Director of Environment	Additional Collector-II, North vice Shri Surendra Naik transferred.
7.	Shri Srinet Kothwale, Joint Secretary (Home)	Director of Information & Publicity vice Shri Jayant Tari transferred.
8.	Shri Jayant Tari, Director of Information & Publicity	MD, Rehabilitation Board.
9.	Shri V. P. Dangui, Director (Admn.), Directorate of Education	Director of Industries, Trade & Commerce vice Smt. Maneka, IAS transferred.

1	2	3
10. Shri Anthony D'Souza, Joint Secretary (Health)	Joint Secretary (Revenue)	thereby relieving Shri Vijay Paranjape from the additional charge.
11. Smt. Meena H. Naik, Goltekar awaiting posting	Project Director, Directorate of Rural Development and Agency, South.	
12. Shri Sanjeev Gauns Desai, Director of Tourism	Director of Vigilance vice Shri Narayan Sawant transferred.	
13. Shri Surendra Naik, Addl. Collector-II, North	Additional Collector-III, Sub-District, Bardez.	
14. Shri Narayan Gad, awaiting posting	Managing Director, Goa Industrial Development Corporation.	
15. Smt. Meghana Shetgaonkar, Director (Training), GIPARD	Director (Adm.), Directorate of Education vice Shri V. P. Dangui transferred. Smt. Shetgaonkar shall hold addl. charge of Director (Training), GIPARD.	
16. Shri Parag Nagarsekar, Director (Admn.), Kala Academy	Director of Environment vice Shri Agnelo A. Fernandes transferred. Shri Nagarsekar shall hold addl. charge of the post of Director (Admn.), Kala Academy.	

Shri Menino D'Souza, Commissioner of Excise shall hold additional charge of the post of Director of Tourism vice Shri Sanjeev Desai transferred, until further orders.

Shri Levinson Martins, Member Secretary, Goa State Pollution Control Board shall hold additional charge of the post of Managing Director, Goa Tourism Development Corporation, until further orders w.e.f. 01-05-2017, thereby relieving Shri Nikhil Desai.

Shri Siddhivinayak Naik, Addl. Inspector General of Prisons shall hold additional charge of the post of OSD to Minister (Housing) and Secretary, Goa Human Rights Commission, until further orders.

Smt. Maneka, IAS, Ms. Margaret Fernandes, Smt. Laura Britto & Shri Umeshchandra L. Joshi, shall report to Personnel Department for further posting and shall draw their salary against the post of Leave & Training Reserve. Smt. Maneka, IAS, shall draw her salary against the post of State Deputation Reserve.

Shri Jayant Tari shall draw his salary against the post of Leave & Training Reserve.

Shri Sanjit Rodrigues shall continue to draw his salary against the post of MD, GSIDC, until further orders.

The appointment of Shri Sanjit Rodrigues, Shri Jayant Tari, Smt. Meena Goltekar and Shri Narayan Gad shall be governed by deputation on standard terms of deputation as contained in Office Memorandum No. 13/4/74-PER dated 20-11-2013 and as amended.

Shri D. G. Sardessai shall continue to hold the charge of Secretary, Goa Public Service Commission, Smt. Meghana Shetgaonkar shall continue to hold the charge of Under Secretary, Personnel-I and Shri Parag Nagarsekar shall continue to hold the charge of Commissioner, Departmental Inquiries, until further orders.

All the above officers except Shri Levinson Martins shall complete the process of handing over/ taking over within three days from the date of issue of order and submit compliance.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 18th April, 2017.



Institute of Public Assistance, (Provedoria)

Order

No. 2-22-2013-14/IPA/Part/180

Read: Order No. 2-22-2013-14/IPA/Part/2741 dated 2nd September, 2013.

The Government is pleased to extend the period of existing Visiting Committee for Old Aged Homes and Orphanages run by I.P.A. (Provedoria) comprising of the following members, with immediate effect.

- | | |
|--------------------------------|----------------|
| 1. Secretary (Provedoria) | — Chairperson. |
| 2. Director of Health Services | — Member. |
| 3. Director of Education | — Member. |

4. Director of Social Welfare — Member.
5. Project Director, RDA — Member.
6. Mrs. Lily Pereira, Altinho, — Member.
Panaji-Goa
7. Mrs. Muzumdar, St. Tome, — Member.
Panaji-Goa
8. Director of Provedoria — Member
Secretary.

The Visiting Committee shall visit Old Aged Homes at least once in a period of three months or as deemed fit by the Government.

The Official Members attending the Committee visits will be treated as on duty and will be entitled to TA/DA wherever admissible under the normal rules. The non-official members will be paid Rs. 1,500/- per sitting/visit.

The term of the Committee shall be for a period up to 30th September, 2017.

By order and in the name of the Governor of Goa.

Daulat A. Hawaldar, Secretary (Provedoria).

Panaji, 18th April, 2017.



Department of Public Health

Order

No. 2/8/2014-II/PHD/484

Government is pleased to accept the technical resignation dated 10-11-2016 tendered by Dr. Roma Varik, from the post of Assistant Professor, Department of Paediatrics, Goa Medical College & Hospital, Bambolim w.e.f. 10-11-2016 (afternoon) in order to facilitate her to join the post of Associate Professor, Department of Paediatrics, Goa Medical College & Hospital, Bambolim.

By order and in the name of the Governor of Goa.

Smita S. Hede, Under Secretary (Health).

Porvorim, 12th April, 2017.

Order

No. 38/11/2017-I/PHD/620

Government is pleased to constitute a "State Task Force for Malaria Elimination" to carry out timely review on programmes implementation,

involving different sectors and stakeholders in the State. The Committee shall comprise of the following members:

1. Secretary (Health) — Chairman.
2. Secretary (Urban Development) — Member.
3. Director of Health Services — Member.
4. Dean, Goa Medical College, — Member.
Bambolim
5. Director of Municipal Adminis- — Member.
tration
6. Director of Panchayat — Member.
7. Principal Chief Engineer — Member.
(P.W.D.)
8. Director of Information & — Member.
Publicity
9. Officer I/C NIMR, Goa Station — Member.
10. President, State IMA, Goa — Member.
Chapter
11. Dy. Director (PH), Directorate — Member.
of Health Services
12. State Entomologist — Member.
13. Dy. Director, NVBDCP — Member
Secretary.

The terms of reference of the said Committee shall be as under:

- 1) The Committee shall meet every quarter to identify specific areas of co-ordination and collaboration to discuss concerns, best practices that could be replicated.
- 2) The specific areas will be identified by concerned Health Officer/Medical Officer I/C of that particular area with regards to case management and Vector Control Measures.
- 3) The Committee shall give directions for planning/implementation of the Malaria Elimination Programme and also check effective mobilization/pooling of resources as and when required.
- 4) The Committee shall also give directions to carry out awareness programmes with involvement of other Government Departments and NGOs. It will also carry out co-ordination with various Departments to emphasize to accelerate the efforts to

achieve Universal Sanitation coverage as envisaged under Swatch Bharat Mission.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 19th April, 2017.

Order

No. 38/11/2017-I/PHD/621

Government is pleased to constitute a "North Goa District Task Force for Malaria Elimination" to carry out timely review on programmes implementation, involving different sectors and stakeholders in the State. The Committee shall comprise of the following members:

- | | |
|--|---------------------|
| 1. Collector, North Goa | — Chairman. |
| 2. Director, DMA | — Member. |
| 3. Director, Directorate of Panchayat | — Member. |
| 4. Principal Chief Engineer (P.W.D.) | — Member. |
| 5. Director of Information & Publicity | — Member. |
| 6. State Entomologist | — Member. |
| 7. State Epidemiologist | — Member. |
| 8. Health Officer, NVBDCP, DHS | — Member. |
| 9. Health Officer, PHC, Candolim | — Member. |
| 10. Health Officer, UHC, Mapusa | — Member. |
| 11. Medical Officer I/C PHC, Corlim | — Member. |
| 12. Medical Officer I/C, PHC, Porvorim | — Member. |
| 13. Health Officer, UHC, Panaji | — Member Secretary. |

The terms of reference of the said Committee shall be as under:

- 1) The Committee shall meet every quarter to identify specific areas of co-ordination and collaboration to discuss concerns, best practices that could be replicated.
- 2) The specific areas will be identified by concerned Health Officer/Medical Officer I/C of that particular area with regards to case management and Vector Control Measures.

3) The Committee shall give directions for planning/implementation of the Malaria Elimination Programme and also check effective mobilization/pooling of resources as and when required.

4) The Committee shall also give directions to carry out awareness programmes with involvement of other Government Departments and NGOs. It will also carry out co-ordination with various Departments to emphasize to accelerate the efforts to achieve Universal Sanitation coverage as envisaged under Swatch Bharat Mission.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 19th April, 2017.

Order

No. 38/11/2017-I/PHD/622

Government is pleased to constitute a "South Goa District Task Force for Malaria Elimination" to carry out timely review on programme implementation, involving different sectors and stakeholders in the State. The Committee shall comprise of the following members:

- | | |
|--|--------------------------------|
| 1. Collector, South Goa | — Chairman. |
| 2. Director, DMA | — Member. |
| 3. Director, Directorate of Panchayat or his representative | — Member. |
| 4. Principal Chief Engineer (P.W.D.) | — Member or his representative |
| 5. Director of Information & Publicity or his representative | — Member. |
| 6. Assistant Entomologist | — Member. |
| 7. State Epidemiologist | — Member. |
| 8. Health Officer, NVBDCP, DHS | — Member. |
| 9. Health Officer, UHC, Vasco | — Member. |
| 10. Health Officer, PHC, Balli | — Member. |
| 11. Medical Officer, PHC, Curtorim | — Member. |
| 12. Health Officer, UHC, Margao | — Member Secretary. |

The terms of reference of the said Committee shall be as under:

- 1) The Committee shall meet every quarter to identify specific areas of co-ordination and collaboration to discuss concerns, best practices that could be replicated.
- 2) The specific areas will be identified by concerned Health Officer/Medical Officer I/C of that particular area with regards to case management and Vector Control Measures.
- 3) The Committee shall give directions for planning/implementation of the Malaria Elimination Programme and also check effective mobilization/pooling of resources as and when required.
- 4) The Committee shall also give directions to carry out awareness programmes with involvement of other Government Departments and NGOs. It will also carry out co-ordination with various Departments to emphasize to accelerate the efforts to achieve Universal Sanitation coverage as envisaged under Swatch Bharat Mission.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 19th April, 2017.

Order

No. 38/13/2017-I/PHD/626

Government is pleased to constitute a "State Leprosy Co-ordination Committee" to carry out timely review on programmes implementation, involving different sectors and stakeholders in the State. The Committee shall comprise of the following members:

- | | |
|---|-------------|
| 1. Secretary (Health) | — Chairman. |
| 2. Secretary (Urban Development) | — Member. |
| 3. Director of Health Services | — Member. |
| 4. Dean, Goa Medical College, Bambolim | — Member. |
| 5. Director of Municipal Administration | — Member. |
| 6. Director of Panchayat | — Member. |
| 7. Director, Education | — Member. |

- | | |
|---|---------------------|
| 8. Director, Higher Education | — Member. |
| 9. Director, Social Welfare | — Member. |
| 10. Director of Information & Publicity | — Member. |
| 11. President, State IMA, Goa Chapter | — Member. |
| 12. Dy. Director, Public Health | — Member. |
| 13. State Epidemiologist | — Member. |
| 14. Chief Medical Officer, NLEP | — Member Secretary. |

The terms of reference of the said Committee shall be as under:

- 1) The Committee shall meet every quarter to identify specific areas of co-ordination and collaboration to discuss concerns, best practices that could be replicated.
- 2) The specific areas shall be identified by concerned Health Officer/Medical Officer, I/C of that peripheral Health Centre particular area with regards to case management and treatment of cases.
- 3) The Committee shall give directions for planning/implementation of the programme and also check effective mobilization/pooling of resources as and when required.
- 4) The Committee shall also give directions to carry out awareness programmes with involvement of other Government Departments and NGOs. It will also carry out co-ordination with various Departments to emphasize to accelerate the efforts to achieve early diagnosis and treatment to prevent disability and reduce stigma & discrimination.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 20th April, 2017.

Order

No. 38/13/2017-I/PHD/627

Government is pleased to constitute a "North Goa District Leprosy Co-ordination Committee" to carry out timely review on programmes implementation, involving different sectors and

stakeholders in the State. The Committee shall comprise of the following members:

- | | |
|--|---------------------|
| 1. Collector, North Goa | — Chairman. |
| 2. Director, DMA | — Member. |
| 3. Director, Directorate of Panchayat | — Member. |
| 4. Director, Education | — Member. |
| 5. Director, Higher Education | — Member. |
| 6. Director of Information & Publicity | — Member. |
| 7. State Epidemiologist | — Member. |
| 8. Health Officer, PHC, Candolim | — Member. |
| 9. Health Officer, UHC, Mapusa | — Member. |
| 10. Medical Officer I/C, PHC, Corlim | — Member. |
| 11. Health Officer, PHC, Aldona | — Member. |
| 12. Health Officer, UHC, Panaji | — Member Secretary. |

The terms of reference of the said Committee shall be as under:

- 1) The Committee shall meet every quarter to identify specific areas of co-ordination and collaboration to discuss concerns, best practices that could be replicated.
- 2) The specific areas shall be identified by concerned Health Officer/Medical Officer, I/C of that peripheral Health Centre particular area with regards to case management and treatment of cases.
- 3) The Committee shall give directions for planning/implementation of the programme and also check effective mobilization/ pooling of resources as and when required.
- 4) The Committee shall also give directions to carry out awareness programmes with involvement of other Government Departments and NGOs. It will also carry out co-ordination with various Departments to emphasize to accelerate the efforts to achieve early diagnosis and treatment to prevent disability and reduce stigma & discrimination.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 20th April, 2017.

Order

No. 38/13/2017-I/PHD/628

Government is pleased to constitute a "South Goa District Leprosy Co-ordination Committee" to carry out timely review on programmes implementation, involving different sectors and stakeholders in the State. The Committee shall comprise of the following members:

- | | |
|--|---------------------|
| 1. Collector, South Goa | — Chairman. |
| 2. Director, DMA | — Member. |
| 3. Director, Directorate of Panchayat or his representative | — Member. |
| 4. Director of Education | — Member. |
| 5. Director of Higher Education | — Member. |
| 6. Director of Information & Publicity or his representative | — Member. |
| 7. State Epidemiologist | — Member. |
| 8. Health Officer, UHC, Vasco | — Member. |
| 9. Health Officer, PHC, Balli | — Member. |
| 10. Medical Officer, PHC, Curtorim | — Member. |
| 12. Health Officer, UHC, Margao | — Member Secretary. |

The terms of reference of the said Committee shall be as under:

- 1) The Committee shall meet every quarter to identify specific areas of co-ordination and collaboration to discuss concerns, best practices that could be replicated.
- 2) The specific areas shall be identified by concerned Health Officer/Medical Officer, I/C of that peripheral Health Centre particular area with regards to case management and treatment of cases.
- 3) The Committee shall give directions for planning/implementation of the programme and also check effective mobilization/ pooling of resources as and when required.
- 4) The Committee shall also give directions to carry out awareness programmes with involvement of other Government Departments and NGOs. It will also carry out co-ordination with various Departments to emphasize to accelerate the efforts to achieve early diagnosis and treatment to

prevent disability and reduce stigma & discrimination.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 20th April, 2017.

Order

No. 4/18/2002-II/PHD/Vol. 2/500

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(2)/2014/535 dated 24-01-2017, Government is pleased to promote Dr. Mahesh Kamble, Lecturer in Physiology, to the post of Assistant Professor in Physiology in Goa Medical College, Bambolim, on regular basis in the Pay Band-3, Rs. 15,600-39,100+Grade Pay Rs. 6,600/- (pre-revised) and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. Sanjay Pandarbale to the post of Associate Professor in Physiology w.e.f. 23-12-2014.

By order and in the name of the Governor of Goa.

Smita S. Hede, Under Secretary (Health).

Porvorim, 20th April, 2017.

Order

No. 4-17-2002-II/PHD/501

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(6)/2015/500 dated 13-01-2017, Government is pleased to promote Dr. Jagadish Cacodcar, Associate Professor to the post of Professor in Department of Preventive and Social Medicine in Goa Medical College, Bambolim-Goa on regular basis in the pay scale of PB-4: Rs. 37,400-67,000+ GP: Rs. 8,700/- and other allowances to be fixed as per rules, with immediate effect.

The promotion is made against the vacancy occurred due to retirement of Dr. Dilip Kumar Motghare, Professor in Department of Preventive and Social Medicine on attaining the age of superannuation w.e.f. 31-10-2015.

This issues with the directions of the Hon'ble High Court of Bombay at Goa in Contempt Petition No. 40 of 2016 in Writ Petition No. 808 of 2016 dated 15th February, 2017.

By order and in the name of the Governor of Goa.

Smita S. Hede, Under Secretary (Health).

Porvorim, 20th April, 2017.



Department of Sports & Youth Affairs

Directorate of Sports & Youth Affairs

Order

No. 8/1/2001/Ad hoc-Appt/ADM/D.SPORTS/PF/166

Read: No. 8/1/2001/Adhoc-Appt/ADM/D.SPORTS/ /PF/3234 dated 25-11-2016.

In continuation to above referred order, the ad hoc promotion of Smt. Jennifer Ferrao e Gonsalves, to the post of Assistant Director (Physical Education North), Group 'B', Gazetted in the pay scale of PB-2 Rs. 9,300-34,800+Rs. 4,600/- is hereby continued for the period w.e.f. 13-04-2017 to 31-05-2017.

The pay of the promotee shall be fixed as per Rules.

The Government reserves the right to cancel at any time the above ad hoc promotion and revert the promotee to the post from which she was promoted.

By order and in the name of the Governor of Goa.

V. M. Prabhu Desai, Director & ex officio Joint Secretary (Sports & Youth Affairs).

Panaji, 13th April, 2017.



Department of Tribal Welfare

Directorate of Tribal Welfare

Notification

No. 1-200/2014-15/ADMN/DTW/SD/773

Government of Goa is pleased to constitute the Organizing Committee for Celebration of Prerana Din 2017, as per Clause 5 of the scheme named "Celebration of Prerana Din".

The Organizing Committee consists of the following members:

1. The Hon'ble Minister for Tribal Welfare — Chairperson.

2. The Chairperson of SC/ST — Member.
Commission

3. The Chairperson of ST — Member.
Corporation

4. Shri Sandesh Gaonkar, — Member.
Panch, Dabhal-Kirlpal
Village Panchayat

5. Smt. Vandana Vithoba — Member.
Gaonkar, Bendurem,
Quepem

6. Shri Vishwas Gaude, — Member.
Madkai, Mardola-Goa

7. The Director, Tribal Welfare — Member
Department Secretary.

This order is issued with the approval of
Government.

By order and in the name of the Governor
of Goa.

S. V. Naik, Director & ex officio Joint Secretary
(Tribal Welfare).

Panaji, 24th April, 2017.



Department of Water Resources

Office of the Chief Engineer

Corrigendum

No. 1-4-81/CE-WR/Adm.II/91

Read: Order No. 74-1-81/CE-WR/Adm II/48 dated 07-04-2017.

In the above referred General Transfer Order, the place of posting on transfer for the below mentioned Executive Engineers/Surveyor of Works may be corrected and read as under:-

Sr. No.	Name & Designation	Place of present posting	Place of posting on transfer
1	2	3	4
8.	Shri Gopinath D. Dessai (Executive Engineer)	O/o Executive Engineer, Works Division IX, WRD, Gogal, Margao-Goa with additional charge of Works Division XI, Margao-Goa	Transfer to Works Division II stands cancelled and retained as Executive Engineer, Works Division IX, WRD, Gogal, Margao-Goa thereby he is also relieved of his additional charge of Works Division XI, WRD, Rawanfond, Margao-Goa.
9.	Shri S. D. Kalgutkar (Executive Engineer)	O/o Executive Engineer, Works Division XI, WRD, Gogal, Margao-Goa	As Executive Engineer, Works Division XI, WRD, Gogal, Margao-Goa with additional charge of Works Division XIII, WRD, Gogal, Margao-Goa.
10.	Shri Shivanand I. Pattan (Executive Engineer)	O/o Executive Engineer, Works Division X, WRD, Pajimol, Sanguem-Goa with additional charge of Works Division II, WRD, Margao-Goa	As Executive Engineer, Works Division II, WRD, Rawanfond, Margao- Goa with additional charge of Works Division X, WRD, Pajimol, Sanguem and Works Division XII, WRD, Gogal, Margao-Goa.
11.	Shri H. M. Rangaraju (Executive Engineer)	O/o Executive Engineer, Works Division VIII, WRD, Karaswada, Goa	Transfer to Works Division XIII stands cancelled and retained in Works Division VIII, WRD, thereby relieving Shri M. K. Thilakan, Executive Engineer of additional charge in Works Division VIII, WRD, Karaswada, Goa.

P. J. Kamat, Chief Engineer (WR).

Porvorim, 19th April, 2017.

Corrigendum

No. 1-4-81/CE-WR/Adm.II/101

Read: Order No. 74-1-81/CE-WR/Adm. II/49 dated 07-04-2017.

In the above referred transfer order, the transfer of the officials at Sr. No. 12, 15 and 23 stands cancelled & the posting of official at Sr. No. 24 may be corrected and read as "Asst. Surveyor of Works, WD. XII, WRD, Gogol-Margao" instead of "Sub. Div-III, Works Division III, WRD, Gogol, Margao."

By order and in the name of the Governor of Goa.

P. J. Kamat, Chief Engineer (WR).

Porvorim, 24th April, 2017.

**Department of Women & Child Development**

Directorate of Women & Child Development

Order

No. 2-230-13-DWCD/Society/Part/237

The Government of Goa is hereby constitutes a Governing Body for the Goa State Integrated Child Development Scheme Society in order to ensure effective implementation of the Integrated Child Development Services (ICDS) Scheme in the State consisting of the following:

Sr. No.	Occupation	Designation
1	2	3
1.	Chief Secretary	Chairperson.
2.	Secretary, WCD	Co-Chairperson.
3.	Principal Secretary (Health)	Member.
4.	Secretary (Planning & Finance)	Member.
5.	Secretary (Education)	Member.
6.	Additional Secretary (Finance)	Member.
7.	Director, Directorate of Women & Child Development	Member/ /Executive Secretary.

Governing Body shall meet once in every six months.

By order and in the name of the Governor of Goa.

S. V. Naik, Director & ex officio Additional Secretary (Women & Child Development).

Panaji, 20th April, 2017.

Order

No. 2-230-13-DWCD/Society/Part/238

The Government of Goa is hereby constitutes a Executive Committee for the Goa State Integrated Child Development Scheme Society in order to ensure effective implementation of the Integrated Child Development Services (ICDS) Scheme in the State consisting of the following members:

Sr. No.	Designation	Status in Executive Committee
1.	Secretary, WCD	Chairperson, Executive Committee.
2.	Director (DW&CD)	Vice-Chair/ /Convenor.
3.	Jt. Director (ICDS)	Member.
4.	Dy. Director (DW&CD)	Member.
5.	State Programme Officer	Member Secretary.
6.	Programme Officer, North	Member.
7.	Programme Officer, South	Member.
8.	Asstt. Accounts Officer	Member.
9.	Representative from Directorate of Health	Member.
10.	Representative from PWD	Member.
11.	Representative from Directorate of Education	Member.
12.	Representative of Electricity	Member.

Executive Committee shall meet once in a month.

By order and in the name of the Governor of Goa.

S. V. Naik, Director & ex officio Additional Secretary (Women & Child Development).

Panaji, 20th April, 2017.

Order

No. 2-230-13-DWCD/Society/Part/239

The Government of Goa is hereby constitutes a State ICDS Society Management Unit (SISMU) for the Goa State Integrated Child Development Scheme Society in order to ensure effective Implementation of the Integrated Child

Development Services (ICDS) Scheme in the State consisting of the following:

Sr. No.	Designation	Status in SISMU
1	2	3
1.	Director, WCD	Chairperson.
2.	Jt. Director, ICDS	Member Secretary.
3.	Dy. Director	Member.
4.	State Programme Officer	Member.

1	2	3
5.	Assistant Account Officer	Member.
6.	A Representative of Directorate of Health Services	Member.
7.	A Representative of Directorate of Education	Member.

By order and in the name of the Governor of Goa.

S. V. Naik, Director & ex officio Additional Secretary (Women & Child Development).

Panaji, 20th April, 2017.

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